

POLICIES

OFFICE

Thank you for choosing Snow Sport and Spine for your rehabilitation and wellness needs. We appreciate that you have entrusted us with your health care and are committed to providing you with the best patient care possible. Please carefully read through the following document which discusses our general policies, financial policies, service agreements, and consent and release forms.

Because healthcare benefits and coverage options have become increasingly complex, we have developed these policies to help you better understand your responsibilities as a patient and our responsibilities as your provider. We will do our best to assist you with understanding your proposed treatment. Adhering to these policies will enable us to focus increased attention on providing quality rehabilitative services to our patients and run our clinic more efficiently. If you have any questions in regard to these policies, please do not hesitate to ask our office staff.

This document (hereafter referred to as "Agreement") contains important information about our professional services and business policies. It also contains brief information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides certain privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI). HIPAA requires that we provide you with a Notice of Privacy Practices (referred to as "Notice") for use and disclosure of your PHI. The Notice, which is made available to you by the office staff, explains the application of HIPAA to your personal health information. In order to provide services to you, we require your signature on our "Acknowledgement of Policies, Service Agreement, Consent and Release" form, acknowledging that we have provided you with access to this information and that you have given your informed consent to the services and the practices described in this document. When you sign this document, it will represent an Agreement between us. You may cancel this Agreement in writing at any time. That cancellation will be binding except 1) to the extent that we have already taken action in reliance on it, 2) if there are obligations imposed on us by your health insurance in order to process or substantiate claims made under your policy, and 3) if you have not satisfied obligations already incurred.

Contacting the Office

Snow Sport and Spine can be reached by phone at (207) 230-0700 and by email at team@snowsportandspine.com. When we are not available to answer the phone, you may leave a confidential voice mail message or email. Messages are checked frequently Monday through Friday unless otherwise indicated on the message greeting. Calls are generally returned the same day or on Monday in the case of a Friday or weekend message. Because of the nature of the services we provide, we do not provide emergency coverage. If you have an emergency, you should call 911 or your physician, or go to your nearest emergency room, as appropriate.

For mail, please use our post office box address (PO Box 802, Rockport Maine 04856), not the street address, so that the mail we receive is secured in the post office box to be checked on weekdays.

To Schedule an Appointment

In Maine, there is "direct access" to physical therapist services, which means you can come directly to a physical therapist without having to see a primary care, or other physician first. However, please note that your insurance company may require a prescription/referral from your doctor before they will pay any benefits. Office visits can be scheduled by phone at (207) 230-0700, by email (team@snowsportandspine.com), or by speaking to the office staff before you leave from your current appointment. On occasion office staff may pre-schedule appointments for efficiency. Please arrive 5 minutes early for your appointment.

Updates

It is important that we have your correct information on file. Please advise us any time there is any change to your address, telephone, or other contact information.

Cancellations and Missed Appointments

If you are unable to keep an appointment, we ask that you cancel at least 24-hours in advance. If this is not possible, call as soon as you can so that another patient can be offered your appointment time. We understand that occasional missed appointments can occur for a variety of reasons. When you miss an appointment without canceling, someone else who could have received care in your place is delayed unnecessarily. If you cancel or miss an appointment without notifying us in advance, you will be charged the full visit fee. Repeated missed appointments may result in your therapist sending a letter discharging you from the practice or incurring a missed appointment fee. Appointment reminders are sent out **48-hours** prior to scheduled appointments.

Minors

A parent or legal guardian must accompany the minor patient at the time of the initial visit. If the parents are separated and both legally responsible for the child, you must provide complete information from both parents.

Insurance

Snow Sport and Spine provides physical therapist services on a "fee at time of service" basis. We do not accept insurance in lieu of payment except for certain workers compensation and auto accident cases. Instead, payment is due at the time of service. Because we do not accept insurance, we do not have to limit the time or quality of treatment we provide because of insurance company restrictions or elevate our rates to pay for billing and additional administrative services. At your request, we will provide you with the paperwork you will need to submit a claim to your health plan for reimbursement for the services your health plan covers.

Insurance is a contract between you and your insurance company. We are **NOT** a party to this contract. Prior to your first scheduled appointment, it is your responsibility to call your insurance company to completely understand your "out of network", "physical therapy benefits." Although we do not require a referral in order to treat you, your insurance company may require a physician's referral or an insurance referral. It is important to clarify what your insurance company requires prior to visiting our office. We are happy to assist you with any questions you may have in reference to insurance.

You understand that Snow Sport and Spine will **NOT** file or bill insurance of any type with the exception of Worker's Compensation and specific auto accident cases. We will not become involved in disputes between you and your medical insurance company regarding eligibility and/or reimbursement other than to supply factual information as necessary.

Snow Sport and Spine is **NOT** a Medicare provider and has never accepted any payment from Medicare nor ever billed Medicare. We do not have a "relationship" with Medicare, and we are only able to provide your care under a private contract. This means you agree to pay Snow Sport and Spine for our services and understand that neither you or we will be reimbursed by Medicare for these services. If you have Medicare, please ask our office staff for a copy of the private contract requiring your signature.

FINANCIAL

This is our policy regarding fees and extending credit. Please take the time to read and understand it. Our Financial Policy is designed to promote due diligence and a proactive rather than reactive strategy. You agree to be financially responsible for all charges incurred in our office. In the case of a minor, the parent/guardian bringing the child in for services is considered responsible for payment. The parent or legal guardian that accompanies the minor patient to the clinic will have full responsibility for the payment should any dispute arise. Payment is expected at the time of service for minors visiting the clinic without a parent/guardian. Payment arrangements can be made prior to the visit. Payment is expected in full on the date of service unless you have made other payment arrangements with us. We accept cash, checks, credit cards and Health Savings Account (HSA) cards.

We may, at our sole discretion, agree to set you up a payment plan or make other payment arrangements. We have always recognized the need to set up payment plans for patients who require extensive treatment or who are experiencing financial difficulty. If you need to discuss a payment plan, please do not hesitate to speak with office staff prior to treatment. If you have a balance on your account, we will send you a monthly statement. Unless other

arrangements have been approved by us, the balance on your statement is due upon receipt. A 1.5% late fee (based on the total amount due) will be assigned every 30 days that a payment is overdue. We have the right to cancel your privilege to make charges against your account at any time. Future visits would then need to be paid at the time of service.

A fee will be charged to your account for each returned check. We will charge you the same fee the bank assesses for a returned check. All future payments must thereafter be made by way of cash or credit card.

You may request a copy of charges at any time.

Collections

We will work with you to avoid sending your account to collections. If your account becomes more than 90 days past due, we will take necessary steps to collect this debt. We may use legal means to secure payment. This could involve a collection agency or small claims court, either of which would require us to disclose otherwise confidential information. This information would be kept to the minimum necessary. If legal action to collect fees were to become necessary, your signature below indicates agreement to pay all costs incurred in collecting this debt including but not limited to attorney's fees, collection agency fees, court fees and compensation for any lost time and income resulting from our having to appear in court to pursue payment. You understand that we are not required to obtain your written authorization to disclose protected health information to a collection agency or court of law when necessary to collect payment for services rendered. You understand if your account is submitted to an attorney or collection agency, if we have to litigate in court, or if your past due status is reported to a credit reporting agency, the fact that you received treatment at our office may become a matter of public record.

Worker's Compensation and Auto Accident Liability

If your treatment is provided based on a worker's compensation or auto accident claim, it is your responsibility to provide us with the name and address of your insurance carrier along with your claim number. In addition, we also require the name of your adjuster and their telephone number, and where applicable the nurse case manager and their telephone number. Prior to your first appointment, your **benefits will be verified**. If we are unable to verify benefits, we will request cash payment and/or defer your next appointment until we receive verification.

If your injury is work related, we will bill your company's workers' compensation carrier, if and only if, 1) you have filed an injury report with your employer, 2) the case falls under Maine jurisdiction, 3) your right to workers' compensation benefits is not in dispute, and 4) on a case-by-case basis. If you are informed that a dispute about your right to workers' compensation benefits has arisen after you have received treatment with us, you agree to inform us immediately. If for any reason your claim is denied, we will need to transfer your account to a cash pay basis and will seek payment directly from you. Any attorney "Letter of Protection" for claims being disputed, or in litigation will be discussed on a patient-by-patient basis and will not always be an acceptable form of payment guarantee.

If your injury is auto related, we will bill your company's auto policy, if and only if, 1) the auto policy is your auto policy and not the second party's auto policy, 2) the case falls under Maine jurisdiction, and 3) on a case-by-case basis. Snow Sport and Spine will make every reasonable effort to contact your insurance company to verify benefits. If you are informed that a dispute about your benefits has arisen, your claim is denied, or you have exhausted medical benefits, during or after you have received treatment with us, you agree to inform us immediately and your account will be transferred to a cash pay basis and we will seek payment directly from you. Any attorney "Letter of Protection" for claims being disputed or in litigation will be discussed on a patient-by-patient basis and will not always be an acceptable form of payment guarantee.

CONSENT TO TREAT

The purpose of physical therapy is to treat disease, injury and disability by examination, evaluation, diagnosis, prognosis, and intervention by use of rehabilitative procedures, mobilization, massage, exercises, and physical agents to aid the patient in achieving their maximum potential within their capabilities and to accelerate convalescence and reduce the length of functional recovery. All procedures will be thoroughly explained to you before you are asked to perform them.

Response to physical therapy intervention varies from person to person; hence, it is not possible to accurately predict your response to a specific modality, procedure, or exercise protocol. Snow Sport and Spine does not guarantee what your reaction will be to a specific treatment, nor does it guarantee that the treatment will help resolve the condition that you are seeking treatment for. Furthermore, there is a possibility that the physical therapy treatment may result in aggravation of existing symptoms and may cause pain or injury. It is very important to communicate with your treating physical therapist throughout your treatment.

It is your right to decline any part of your treatment at any time before or during treatment, should you feel any discomfort or pain or have other unresolved concerns. It is your right to ask your physical therapist about the treatment they have planned based on your individual history, physical therapy diagnosis, symptoms, and examination results. Consequently, it is your right to discuss the potential risks and benefits involved in your treatment. Treatment may be contingent upon your consent given by your signature on the "Acknowledgement of Policies, Service Agreement, Consent and Release" form.

PATIENT PRIVACY

The Health Insurance Portability and Accountability Act (HIPAA) provides you with certain rights with regard to your medical record and disclosures of protected health information. These rights include requesting that we amend your record, requesting restrictions on what information from our patient records is disclosed to others, requesting an accounting of most disclosures which you have not consented, determining the location to which protected information disclosures are sent, having any complaints you make about our policies and procedures recorded in your record, and the right to a paper copy of this Agreement, our Notice of Privacy Practices, and any other privacy policies and procedures. Please see our Office Staff for a copy of our Notice of Privacy Practices.

Snow Sport and Spine is committed to preserving the privacy and confidentiality of your health information, which is required both by federal and state law. We are required by law to provide you with a notice of our legal duties, your rights, and our privacy practices, with respect to using and disclosing your health information that is created or retained by Snow Sport and Spine. Each time you visit us, we make a record of your visit. Typically, this record contains your symptoms, examination and test results, our assessment of your condition, a record of your treatment interventions, and a plan for future care or treatment. We have an ethical and legal obligation to protect the privacy of your health information, and we will only use or disclose this information in limited circumstances.

The use or disclosure of your protected health information by Snow Sport and Spine may be necessary for the purpose of providing treatment to you, obtaining payment for your health care bills, or to conduct healthcare operations of Snow Sport and Spine. You have the right to request a restriction as to how your protected health information is used or disclosed to carry out treatment, payment, or other healthcare operations. Snow Sport and Spine is not required to agree to the restrictions that you may request but if we do agree to a restriction, the restriction is binding on Snow Sport and Spine and your physical therapist.

You have the right to review Snow Sport and Spine's Notice of Privacy Practices prior to signing this document. The Notice of Privacy Practices describes the types of uses and disclosure of protected health information that will occur in your treatment, payment of bills, or in the performance of healthcare operations of Snow Sport and Spine. This Notice of Privacy Practices also describes your rights and Snow Sport and Spine's duties with respect to protected healthcare information. Snow Sport and Spine reserves the right to change the privacy practices that are described in the Notice of Privacy Practices. You may obtain a revised notice by calling the office and requesting one by mail or at the time of your next appointment.

Release of Information

At Snow Sport and Spine, we feel it is important to communicate with your physician and other practitioners involved in your care, and we would like your permission to exchange personal health information (PHI) related to your care. This is why we ask for your signature on our Authorization for Release of Information. We will only exchange information which is necessary for your treatment and will not share any information with anyone not involved in your

care. In addition to medical professionals, we may need to speak with your insurance company or worker's compensation case manager/adjuster and release information to them for the processing and payment of claims.

Electronic Communication

Patients frequently request that we communicate with them by email or text. Snow Sport and Spine respects your right to confidential communications about your protected health information (PHI) as well as your right to direct how those communications occur. Since email can be inherently insecure as a method of communication, we will only communicate with you by email with your written consent at the email address you provide to us. Snow Sport and Spine will take reasonable precautions when using email to avoid unintentional disclosures. Please be aware that if you have an email account through your employer, your employer may have access to your email.

When you consent to communicating with us by email you are consenting to email communications that may not be encrypted. It is difficult to ensure the security of the email once it leaves our organization's server. In order for completely encrypted email communication to be achieved, you would need to use an email service that supports HIPAA-level encryption. Please note that Snow Sport and Spine does not use email to communicate our patient's PHI with other providers or other third parties. Therefore, when you consent to communicating with us through email, you are agreeing to accept the risk that your protected health information may be intercepted by persons not authorized to receive such information. Snow Sport and Spine will not be responsible for any privacy or security breaches that may occur through email communications that you have consented to.

You may choose to limit the type of email communication you have with us if you wish to limit your risk of exposing your protected health information to unauthorized persons. You will have the opportunity to indicate to us what types of correspondence you consent to receive by email.

Social Media Disclaimer

You should be aware that by accepting our invitation to follow or "like" our Facebook/Instagram pages, you are consenting to having your name appear in our list of followers on these pages. The mere fact that a person is a follower of Snow Sport and Spine should not infer that he or she is, or has ever been, a patient at Snow Sport and Spine. Snow Sport and Spine does not sell its list of followers, nor profits directly from your acceptance of our invitation. Snow Sport and Spine uses social media to share business news and general health information with our followers and the public. We do not provide personal medical advice through social media communications. Snow Sport and Spine respects the privacy of our patients and will never post confidential health information or answer personal health care questions on our social media pages. However, we cannot control what other people post. Please be aware that any information you post is not private and please respect the privacy of others who post on our pages.